SERFF Tracking Number: MGCC-126419166 State: Arkansas
Filing Company: The Chesapeake Life Insurance Company State Tracking Number: 44333

Company Tracking Number: CH-26115-IP (01/10) AR

TOI: H111 Individual Health - Disability Income Sub-TOI: H111.004 Other

Product Name: CH-26115-IP (01/10)
Project Name/Number: Direct Benefit Series/

## Filing at a Glance

Company: The Chesapeake Life Insurance Company

Product Name: CH-26115-IP (01/10) SERFF Tr Num: MGCC-126419166 State: Arkansas TOI: H11I Individual Health - Disability Income SERFF Status: Closed-Approved- State Tr Num: 44333

Closed

Sub-TOI: H11I.004 Other Co Tr Num: CH-26115-IP (01/10) State Status: Approved-Closed

AR

Filing Type: Form/Rate Reviewer(s): Rosalind Minor

Authors: Kathleen Allen, Jaime

Butler, Kim Perkins

Date Submitted: 12/14/2009 Disposition Status: Approved-

Closed

Disposition Date: 12/16/2009

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

## **General Information**

Project Name: Direct Benefit Series Status of Filing in Domicile:

Project Number: Date Approved in Domicile:
Requested Filing Mode: Review & Approval Domicile Status Comments:

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Market Type: Individual

Group Market Size:

Group Market Type:

Filing Status Changed: 12/16/2009 Explanation for Other Group Market Type:

State Status Changed: 12/16/2009

Deemer Date: Created By: Kathleen Allen

Submitted By: Kathleen Allen Corresponding Filing Tracking Number:

Filing Description:

Please refer to cover letter under Supporting Documentation tab.

## **Company and Contact**

#### **Filing Contact Information**

Kathleen Allen, Senior Compliance Analyst kathleen.allen@healthmarkets.com

9151 Boulevard 26 817-255-3590 [Phone]

SERFF Tracking Number: MGCC-126419166 State: Arkansas
Filing Company: The Chesapeake Life Insurance Company State Tracking Number: 44333

Company Tracking Number: CH-26115-IP (01/10) AR

TOI: H111 Individual Health - Disability Income Sub-TOI: H111.004 Other

Product Name: CH-26115-IP (01/10)
Project Name/Number: Direct Benefit Series/

North Richland Hills, TX 76180 817-255-8153 [FAX]

**Filing Company Information** 

The Chesapeake Life Insurance Company CoCode: 61832 State of Domicile: Oklahoma

9151 Boulevard 26 Group Code: 264 Company Type: Health

North Richland Hills, TX 76180 Group Name: State ID Number:

(817) 255-3100 ext. [Phone] FEIN Number: 52-0676509

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## **Filing Fees**

Fee Required? Yes

Fee Amount: \$100.00

Retaliatory? No

Fee Explanation: \$50.00 policy filing + \$50.00 rate filing=\$100.00 total

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

The Chesapeake Life Insurance Company \$100.00 12/14/2009 32766802

 SERFF Tracking Number:
 MGCC-126419166
 State:
 Arkansas

 Filing Company:
 The Chesapeake Life Insurance Company
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Product Name: CH-26115-IP (01/10)
Project Name/Number: Direct Benefit Series/

## **Correspondence Summary**

## **Dispositions**

Status	Created By	Created On	Date Submitted
Approved- Closed	Rosalind Minor	12/16/2009	12/16/2009

SERFF Tracking Number: MGCC-126419166 State: Arkansas
Filing Company: The Chesapeake Life Insurance Company State Tracking Number: 44333

Company Tracking Number: CH-26115-IP (01/10) AR

TOI: H111 Individual Health - Disability Income Sub-TOI: H111.004 Other

Product Name: CH-26115-IP (01/10)
Project Name/Number: Direct Benefit Series/

## **Disposition**

Disposition Date: 12/16/2009

Implementation Date:
Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

 SERFF Tracking Number:
 MGCC-126419166
 State:
 Arkansas

 Filing Company:
 The Chesapeake Life Insurance Company
 State Tracking Number:
 44333

Company Tracking Number: CH-26115-IP (01/10) AR

TOI: H111 Individual Health - Disability Income Sub-TOI: H111.004 Other

Product Name: CH-26115-IP (01/10)
Project Name/Number: Direct Benefit Series/

Schedule	Schedule Item	Schedule Item Status	<b>Public Access</b>
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Health - Actuarial Justification	Approved-Closed	Yes
Supporting Document	Outline of Coverage	Approved-Closed	Yes
Supporting Document	Cover Letter	Approved-Closed	Yes
Form	Disability Income Insurance Policy	Approved-Closed	Yes
Rate	Rates	Approved-Closed	Yes

 SERFF Tracking Number:
 MGCC-126419166
 State:
 Arkansas

 Filing Company:
 The Chesapeake Life Insurance Company
 State Tracking Number:
 44333

Company Tracking Number: CH-26115-IP (01/10) AR

TOI: H111 Individual Health - Disability Income Sub-TOI: H111.004 Other

Product Name: CH-26115-IP (01/10)
Project Name/Number: Direct Benefit Series/

### Form Schedule

**Lead Form Number:** 

Schedule	Form	Form Type Form Name	Action	Action Specific	Readability	Attachment
Item	Number			Data		
Status						
Approved-	CH-26115-	Policy/Cont Disability Income	Initial			CH-26115-IP
Closed	IP (01/10)	ract/Fratern Insurance Policy				_0110_AR.pd
12/16/2009	AR	al				f
		Certificate				

#### THE CHESAPEAKE LIFE INSURANCE COMPANY

A Stock Company

(Hereinafter called: the Company, We, Our or Us)

Home Office: Oklahoma City, Oklahoma Administrative Office: P.O. Box 982010 North Richland Hills, Texas 76182-8010 Customer Service: 1-800-733-1110

#### DISABILITY INCOME INSURANCE POLICY

This Policy is effective from 12:01 A.M. standard time on the Policy Effective Date at Your place of residence. It shall continue in effect until terminated in the manner provided within this Policy.

#### IMPORTANT NOTICE ABOUT STATEMENTS IN THE APPLICATION

The attached application is a part of this Policy. Please read it and check it carefully. This Policy is issued on the basis that Your answers are correct and complete. If it is not complete or has an error, please let Us know within 10 days. IF THE STATEMENTS OR REPRESENTATIONS ARE INCORRECT OR UNTRUE, WE HAVE THE RIGHT TO DENY BENEFITS, OR TO REFORM OR VOID THIS POLICY. The best time to clear up any misunderstanding is now, before a claim arises!

#### 10 DAY RIGHT TO EXAMINE THE POLICY

It is important to Us that You understand and are satisfied with the coverage being provided to You. If You are not satisfied that this coverage will meet Your insurance needs, You may return this Policy to Us at Our administrative office in North Richland Hills, Texas, within 10 days after You receive it. Upon receipt, We will cancel Your coverage as of the Policy Date, refund all premiums paid and treat the Policy as if it were never issued.

#### **RENEWABILITY**

This Policy is guaranteed renewable to age 65, subject to the Company's right to discontinue or terminate the coverage as provided in the TERMINATION OF COVERAGE section of this Policy. The Company reserves the right to change the applicable table of premium rates on a Class Basis. [The premium for the Policy may change in amount by reason of a change in occupation.]

#### PRE-EXISTING CONDITIONS

We will not provide benefits for any loss resulting from a Pre-Existing Condition, as defined, unless the loss is incurred at least one year after the Effective Date of Coverage.

NOTICE TO BUYER: This is a Disability Income Insurance Policy. This Policy provides limited benefits for Total Disability resulting from a Sickness or Injury and should not be considered a substitute for comprehensive health insurance coverage.

ECRETARY PRESIDE

This Policy is a legal contract between You and Us. PLEASE READ YOUR POLICY CAREFULLY!

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### **POLICY SCHEDULE**

INSURED PERSON: [John Doe, Sr.] EFFECTIVE DATE OF COVERAGE: [01/02/10]

POLICY NUMBER: [ABC1234567] POLICY DATE: [01/02/10]

INITIAL PREMIUM:[\$0.00] MODE OF PAYMENT: [Monthly]

#### **SCHEDULE OF BENEFITS**

#### **MONTHLY TOTAL DISABILITY BENEFITS**

Elimination Period [14 days][ 30 days]

Monthly Indemnity Benefit [\$500][\$1,000][\$1,500][\$2,000][\$2,500]

Maximum Period Payable [6 months][12 months]

[24 months][36 months][48 months][60 months]

#### **DEFINITIONS**

#### Actively at Work means You are:

- 1. Working on a permanent basis at least [25] hours per week for wage or salary; and
- 2. Performing the material and substantial duties of Your regular job or any other job for which You are qualified by reason of education, training or experience.

Class Basis means the classification by which Your rates are determined. We will not and cannot change the rates on this Policy unless rates are changed on all Policies issued on the same Class Basis.

Effective Date of Coverage means the date Your coverage becomes effective under this Policy.

**Elimination Period** means the consecutive period of time beginning from the date in which You are considered Totally Disabled before the Monthly Indemnity Benefit is payable. The Elimination Period is shown in the POLICY SCHEDULE – SCHEDULE OF BENEFITS.

Immediate Family means the spouse, parent, son, daughter, brother or sister of the Insured Person.

**Injury** means bodily harm caused by an accident resulting in unforeseen trauma requiring immediate medical attention and is not contributed to, directly or indirectly, by a Sickness. The Injury must first occur after Your coverage has become effective and while the coverage is in force.

Insured Person means You.

**Legally Qualified Physician** means a person, other than the Insured Person, a member of the Insured Person's Immediate Family, or a business associate of the Insured Person, who is duly licensed and practicing medicine in the United States, and who is legally qualified to diagnose and treat Sickness and Injuries. He or she must be providing services within the scope of his or her license, and must be a board certified specialist where required under this Policy.

**Maximum Period Payable** means the maximum number of months for which benefits are payable under this Policy and its Riders, if any, for any one Period of Total Disability. The Maximum Period Payable is shown in the POLICY SCHEDULE – SCHEDULE OF BENEFITS.

**Mental or Nervous Disorder** means any condition or disease, regardless of its cause, listed in the most recent edition of the International Classification of Diseases as a Mental Disorder, including but not limited to neurosis, psychoneurosis, psychopathy, psychosis, bipolar Affective Disorder or Autism. Mental or Nervous Disorder does not include Alzheimer's disease or similar forms of dementia resulting from degenerative diseases, stroke, head trauma or viral infection.

**Monthly Indemnity Benefit** means the amount that We will pay for any full month of Total Disability. The Monthly Indemnity Benefit will be the lesser of:

- 1. The Maximum Monthly Benefit shown in the POLICY SCHEDULE SCHEDULE OF BENEFITS; or
- 2. 60% of Your Prior Monthly Income.

**Period of Total Disability** means the period of time during which You are Totally Disabled, not to exceed the Maximum Period Payable.

**Policy** means the written description of coverage provided to You.

Pre-Existing Condition means a Sickness not excluded by name or specific description for which:

- 1. Medical advice, Consultation, or treatment was recommended by or received from a medical practitioner acting within the scope of his or her license, within the two year period before the Effective Date of Coverage; or
- 2. Symptoms existed which would cause an ordinarily prudent person to seek diagnosis, care or treatment within the two year period before the Effective Date of Coverage.

**Prior Monthly Income** means the greater of Your monthly earnings at the time Total Disability commences or Your average monthly earnings for a period of 12 months immediately preceding the commencement of Total Disability, and does not include any investment income or any other income not derived from Your vocational activities.

**Recurrent Disability** means becoming Totally Disabled, ceasing to be Totally Disabled, then becoming Totally Disabled again for the same or related conditions. The latter Total Disability will be considered a Recurrent Disability.

Sickness means an illness or disease.

Total Disability or Totally Disabled means that due to Sickness or Injury, You are:

- 1. Under a Legally Qualified Physician's care; and
- 2. Not in fact Actively at Work, as certified by a Legally Qualified Physician upon Our request.

We, Us and Our means The Chesapeake Life Insurance Company.

You, Your, Yours means the Insured Person named in the Policy Schedule whose coverage is effective.

#### **EFFECTIVE DATE OF COVERAGE**

#### **Beginning of Coverage**

Once We have approved Your application based upon the information You provided therein, the Effective Date of Coverage for You will be the Policy Date shown in the POLICY SCHEDULE.

#### **PREMIUMS**

#### **Premium Due Date**

Premiums are payable to Us at Our administrative office in North Richland Hills, Texas or any location designated and communicated by Us. The premium is payable monthly, quarterly, semi-annually or annually, as indicated in the POLICY SCHEDULE. Payment of any premium will not maintain coverage in force beyond the next premium due date, except as provided by the Grace Period. Upon the payment of a claim under this Policy, any premium then due and unpaid or covered by any note or written order may be deducted therefrom.

#### **Grace Period**

There is a grace period of 31 days for the payment of any premiums due, except the first. At the end of the 31 day grace period, We may cancel the Policy without further notice. During the grace period, the contract will remain in force; however, the Company is not obligated to pay any claims incurred by You during the grace period unless and until the premium due is received during the grace period.

#### **Premium Changes**

We reserve the right to change the table of premiums, on a Class Basis, becoming due under this Policy at any time and from time to time; provided, We have given You written notice of at least 31 days prior to the effective date of the new rates. Such change will be on a Class Basis. [The premium for the Policy may change in amount by reason of a change in occupation.]

#### **Waiver of Premium**

If You continue to be Totally Disabled for [90] consecutive days and are receiving the Monthly Indemnity Benefit under this Policy, We will waive all future premiums on a monthly basis for that Period of Total Disability during which benefits are being paid. Your coverage and its benefits will continue during the waiver of premium period. The waiver of premium period will expire and premiums will resume under this Policy once the Period of Total Disability ends. You can continue Your coverage in force by resuming premium payments within 31 days of the date the Period of Total Disability ends.

#### **Unearned Premiums Refund**

Upon the death of an Insured Person, the proceeds payable to the Insured Person or his/her estate shall include premiums paid for insurance coverage for the period beyond the end of the month in which the death occurred. Unearned Premiums shall be paid in a lump sum payment no later than thirty (30) days after the proof of the Insured Person's death has been furnished to Us.

#### **TERMINATION OF COVERAGE**

#### You

Your coverage will terminate and no benefits will be payable under this Policy:

- 1. At the end of the month for which premium has been paid, except as provided in the Waiver of Premium provision;
- 2. On the date You reach age 65;
- 3. At the end of the month following the date of Our receipt of Your request of termination;
- 4. On the date of fraud or material misrepresentation by You;
- 5. On the date We elect to discontinue this plan or type of coverage;
- 6. On the date We elect to discontinue all coverage in Your state; or
- 7. On the date an Insured Person is no longer a permanent resident of the United States.

Premium will only be refunded for any full months paid beyond the termination date.

#### Reinstatement

If coverage under this Policy terminates due to non-payment of premium, We require an application for reinstatement. The reinstatement will not become effective unless We approved such application. We will advise You of the effective date of reinstatement by giving You written notice of the date, by issuing You an amended Policy or by issuing You a new Policy. In any case, the reinstated coverage provides benefits only for a Total Disability due to an Injury occurring after the effective date of reinstatement or due to a Sickness commencing more than 10 days after such date; subject to the Elimination Period.

#### **BENEFITS**

Unless otherwise stated herein, all Monthly Total Disability benefits are subject to:

- 1. The Elimination Period shown in the POLICY SCHEDULE SCHEDULE OF BENEFITS;
- The Monthly Indemnity Benefit shown in the POLICY SCHEDULE SCHEDULE OF BENEFITS;
- 3. The Maximum Period Payable shown in the POLICY SCHEDULE SCHEDULE OF BENEFITS;
- 4. The EXCLUSIONS AND LIMITATIONS; and
- 5. All other provisions of this Policy.

#### MONTHLY TOTAL DISABILITY BENEFIT

Monthly Total Disability benefits are payable under this Policy if You become Totally Disabled due to Sickness or Injury while You are insured under this Policy and are Actively at Work. Your Monthly Total Disability benefit will begin on the first day following the Elimination Period shown in the POLICY SCHEDULE – SCHEDULE OF BENEFITS and will continue through the end of the Maximum Period

Payable shown in the POLICY SCHEDULE – SCHEDULE OF BENEFITS as long as You remain Totally Disabled. Total Disability must commence within [30] days of the Sickness or Injury, which caused Your Total Disability.

The amount that We will pay for any full month of Total Disability will be the lesser of:

- 1. The Monthly Indemnity Benefit shown in the POLICY SCHEDULE SCHEDULE OF BENEFITS; or
- 2. 60% of Your Prior Monthly Income.

We will pay 1/30 of the Monthly Indemnity Benefit otherwise payable for each day of a Period of Total Disability that is less than a full month.

#### RECURRENT DISABILITY

If, after the end of a Period of Total Disability for which Total Disability benefits have been paid, You become Totally Disabled again, the later Period of Total Disability will be deemed a Recurrent Disability, which is a continuation of the preceding Period of Total Disability, unless You have been Actively at Work for at least 6 months following the end of the preceding Period of Total Disability. If the later Period of Total Disability is deemed a Recurrent Disability, then it is not necessary for You to satisfy a new Elimination Period. However, Total Disability benefits paid for a Recurrent Disability are considered a continuation of the preceding Period of Total Disability and will be subject to the Maximum Period Payable that started with the preceding Period of Total Disability. If the Maximum Period Payable had ended with respect to the preceding Period of Total Disability, no benefits will be payable for a recurrence of that Total Disability.

#### **CONCURRENT DISABILITY**

If Total Disability is caused by more than one Sickness or Injury, or from both, We will pay benefits as if the Total Disability was caused by only one Sickness or Injury.

#### RIGHT OF INSPECTION

We may require information regarding pre-tax personal income, allowable business expenses, and other plans, including income tax returns, for periods before and after the start of a Period of Total Disability. Failure to provide such information may result in disqualification for benefit payment under this Policy.

#### **COORDINATION WITH OTHER COMPENSATION**

The Monthly Indemnity Benefit will be reduced by:

- 1. Disability benefits paid under any employee benefit plan or arrangement;
- 2. Income received from any employer paid sick pay plan, retirement plan or pension plan; and
- 3. Benefits to which You are entitled from Workers' Compensation or any other retirement program, including retirement benefits under the Federal Social Security program.

#### **EXCLUSIONS AND LIMITATIONS**

We will not provide any benefits for loss caused by, resulting from or in connection with:

- 1. Injuries that do not first occur while this Policy is in force for the Insured Person;
- 2. Any act of war, declared or undeclared;
- 3. Active military duty in the service or any country;
- 4. Participation in a riot, civil commotion or insurrection;
- 5. Suicide, attempted suicide, or any intentionally self-inflicted injury, while sane or insane;
- 6. Mental or Nervous Disorders;
- 7. Having cosmetic surgery:
- 8. Experimental or investigational medicine;
- 9. Operating any motorized passenger vehicle for wage, compensation or profit;
- 10. Drug abuse or addiction including alcoholism, or overdose of drugs, narcotics, or hallucinogens, directly or indirectly;

- 11. An overdose of drugs, being intoxicated or under the influence of intoxicants, hallucinogens, narcotics or other drugs, directly or indirectly;
- 12. Directly or indirectly engaging in an illegal occupation or illegal activity or Your being incarcerated;
- 13. Committing or trying to commit a felony;
- 14. Pregnancy and Childbirth;
- 15. Mountaineering using ropes and/or other equipment, parachuting, hang gliding, officiating or coaching, racing any type of vehicle in an organized or unorganized event, sky diving, scuba diving below 50 feet, motorized racing, para-sailing, experimental aviation, ultra-light flying, base jumping, bungee jumping, heli-skiing or heli-snowboarding; and
- 16. Travel in or descent from any vehicle or device for aerial navigation, except as a fare paying passenger in an aircraft operated by a commercial airline (other than a charter airline) certified by the U.S. Federal Aviation Administration (FAA), on a regularly scheduled passenger trip.

#### **Pre-Existing Condition**

We will not provide benefits for any loss resulting from a Pre-Existing Condition, as defined, unless the loss is incurred at least one year after the Effective Date of Coverage.

#### **GENERAL PROVISIONS**

#### **Entire Contract**

The Entire Contract consists of:

- 1. This Policy;
- 2. Any applications for the proposed insured individuals;; and
- 3. Any endorsements, amendments or riders attached.

All statements made by You will, in the absence of fraud, be deemed representations and not warranties.

Only Our President, a Vice President or Secretary has the power on Our behalf to execute or amend the Policy. No other person will have the authority to bind Us in any manner. No agent may accept risks, alter or amend coverage or waive any provisions of the Policy. Any change in the Policy will be made by amendment and signed by Us. Changes made in the Policy that are mandated by state for Federal law will not require the consent of any Insured Person.

#### **Notice of Claim**

Written notice of claim must be given to Us within 60 days, or as soon as reasonably possible. Written notice of claim given by You or on Your behalf to Us with information sufficient to identify You will be considered notice to Us.

#### Claim Forms

When We receive the notice of claim, We will send You forms for filing proof of loss. If these forms are not furnished within 15 days, You will meet the proof of loss requirements by giving Us a written statement of the nature and extent of the loss within the time limit stated in the next provision.

#### **Proof of Loss**

Written proof of loss must be furnished to Us at Our administrative office in North Richland Hills, Texas or any location as designated and communicated by Us, within 90 days after the date of the loss for which claim is made. Failure to furnish written proof of loss within that time will neither invalidate nor reduce any claim if it is shown that it was not reasonably possible to furnish written proof of loss within that time; provided such proof is furnished as soon as reasonably possible and in no event, in the absence of legal incapacity, later than one year from the time proof is otherwise required.

#### **Time of Payment of Claims**

Indemnities payable under this Policy for any loss other than loss for which this Policy provides any periodic payment will be paid upon receipt of proper written proof of loss. Subject to proper written proof of loss, all accrued indemnities for loss for which this Policy provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of liability will be paid upon receipt of proper written proof.

#### **Payment of Claims**

We will pay all benefits due under this Policy promptly upon receipt of due proof of loss.

All indemnities will be payable to You. Any accrued indemnities unpaid at Your death may, at Our option, be paid to any beneficiary or to Your estate.

#### **Physical Examination and Autopsy**

We will, at Our own expense, have the right and opportunity to examine You when Your Total Disability is the basis of a claim when and as often as We may reasonably require during the pendency of a claim and to make an autopsy in case of death, unless prohibited by law.

#### **Legal Action**

No action at law or in equity will be brought to recover on this Policy prior to the expiration of 60 days after proof of loss has been filed as required by this Policy; nor will any action be brought after expiration of 3 years after the time written proof of loss is required to be furnished.

#### **Age or Occupation Misstatement**

If Your age or occupation has been misstated, Our records will be changed to show the correct age or occupation. The benefits provided will not be affected if You continue to be eligible for coverage at the correct age or occupation. However, premium adjustments, including collection of any premium due to Us because of past underpayments, will be made so that We receive the premiums due at the correct age or for the correct occupation payable on the premium due date following Our notification of an age or occupation correction.

#### Incontestability

After 2 years from Your Effective Date of Coverage, no misstatements, except fraudulent misstatements, made in the application will be used to void the coverage, or deny a claim unless the loss was incurred during the first 2 years following Your Effective Date of Coverage.

No claim for a loss incurred one year after the Issue Date will be reduced or denied as a Pre-Existing Condition.

#### **Change of Occupation**

If You become Totally Disabled after changing Your occupation to one classified by Us as more hazardous than that stated in Your application or while doing for compensation anything pertaining to Your classified occupation, all benefits payable are those which the premium paid would have purchased for the more hazardous occupation. If You change Your occupation to one classified by Us as less hazardous than that stated in Your application, We will reduce the premium rate accordingly, upon receipt of proof of change of occupation, and will return the excess pro-rate unearned premium from the date of change of occupation or from the premium due date immediately preceding receipt of proof, whichever is more recent. In applying this provision, the classification of occupational risk and the premium rates shall be such as have been implemented by Us prior to the occurrence of the loss for which We are liable or prior to the date of proof of change in occupation with the state official having supervision of insurance in the state where You resided at the time this Policy was issued; but if such filing was not required, then the classification of occupational risk and the premium rates shall be those last made effective by Us in such state prior to the occurrence of the loss or prior to the date of proof of change in occupation.

#### Conformity

Any provision of this Policy which, on the Effective Date of Coverage, is in conflict with the statutes of the state in which You reside on such date, is hereby amended to conform to the minimum requirements of such statutes.

 SERFF Tracking Number:
 MGCC-126419166
 State:
 Arkansas

 Filing Company:
 The Chesapeake Life Insurance Company
 State Tracking Number:
 44333

Company Tracking Number: CH-26115-IP (01/10) AR

TOI: H111 Individual Health - Disability Income Sub-TOI: H111.004 Other

Product Name: CH-26115-IP (01/10)
Project Name/Number: Direct Benefit Series/

## Rate/Rule Schedule

Affected Form **Rate Action Information: Attachments Schedule Document Name:** Rate Item **Numbers:** Action:\* Status: (Separated with commas) CH-26115-IP Approved- Rates CH-26115-IP New (0110) AR (01/10) AR Closed 20091203 12/16/2009 Rates.pdf

## The Chesapeake Life Insurance Company

Administration Office: P.O. Box 982010, North Richland Hills, TX 76182-8010

## Disability Income Insurance Policy CH-26115-IP (01/10) AR

#### Formula

Round( AgeSex x Base x Inflation x Benefit x Benefit Period x Elimination Period x Occupational Class ,2)

Multiply the Base Rate by 3 for quarterly rates, 6 for semi-annual, and 12 for annual premium rates.

Inflation
1.000000000

A billing fee of up to \$5 may be charged on direct bill modes. A one time application fee of up to \$30 may be applicable.

Base	Factor
Base	15.490

Based on underwriting results, final rates may range from 50% to the maximum percentage allowed by your state of the calculated rates.

Benefit Options	Factor
Occupational Class White collar	0.450000
Occupational Class Blue collar	1.120000
Benefit 500	3.440000
Benefit 1000	5.900000
Benefit 1500	9.100000
Benefit 2000	12.400000
Benefit 2500	15.800000
Benefit Period 6 month	0.550000
Benefit Period 12 month	0.700000
Benefit Period 18 month	0.800000
Benefit Period 24 month	0.900000
Benefit Period 36 month	1.000000
Benefit Period 48 month	1.150000
Benefit Period 60 month	1.300000
Elimination Period 14 Days	1.170000
Elimination Period 30 Days	0.830000

Age	Factor	Gender	Adult/Dep
00	0.8800	Female	Adult
01	0.8800	Female	Adult
02	0.8800	Female	Adult
03	0.8800	Female	Adult
04	0.8800	Female	Adult
05	0.8800	Female	Adult
06	0.8800	Female	Adult
07	0.8800	Female	Adult
80	0.8800	Female	Adult
09	0.8800	Female	Adult
10	0.8800	Female	Adult
11	0.8800	Female	Adult
12	0.8800	Female	Adult

Age	Factor	Gender	Adult/Dep
13	0.8800	Female	Adult
14	0.8800	Female	Adult
15	0.8800	Female	Adult
16		Female	Adult
17		Female	Adult
18		Female	Adult
19		Female	Adult
20		Female	Adult
21		Female	Adult
22		Female	Adult
23		Female	Adult
24		Female	Adult
25		Female	Adult
26		Female	Adult
27		Female	Adult
28		Female	Adult
29		Female	Adult
30		Female	Adult
31		Female	Adult
32		Female	Adult
33		Female	Adult
34		Female	Adult
35		Female	Adult
36		Female	Adult
37		Female	Adult
38		Female	Adult
39		Female	Adult
40		Female	Adult
41		Female	Adult
42		Female	Adult
43	1.3400	Female	Adult
44		Female	Adult
45		Female	Adult
46		Female	Adult
47		Female	Adult
48		Female	Adult
49	1.5200	Female	Adult
50		Female	Adult
51		Female	Adult
52	1.6400	Female	Adult
53		Female	Adult
54	1.7900	Female	Adult
55	1.8900	Female	Adult
00	0.6300		Adult
01	0.6300	Male	Adult
02	0.6300	Male	Adult
03	0.6300	Male	Adult
04	0.6300	Male	Adult
05	0.6300	Male	Adult
06	0.6300	Male	Adult
07	0.6300	Male	Adult
08	0.6300	Male	Adult

Age	Factor	Gender	Adult/Dep
09	0.6300		Adult
10	0.6300		Adult
11	0.6300		Adult
12	0.6300		Adult
13	0.6300		Adult
14	0.6300		Adult
15	0.6300		Adult
16	0.6300		Adult
17	0.6300		Adult
18	0.6400		Adult
19	0.6400		Adult
20	0.6400		Adult
21	0.6500		Adult
22	0.6600		Adult
23	0.6700		Adult
24	0.6800		Adult
25	0.7000		Adult
26	0.7000		Adult
27	0.7100		Adult
28	0.7200		Adult
29	0.7300		Adult
30	0.7500		Adult
31	0.7600		Adult
32	0.7800		Adult
33	0.8000		Adult
34	0.8400		Adult
35	0.8700		Adult
36	0.8900		Adult
37	0.9000		Adult
38	0.9300		Adult
39	0.9600		Adult
40	1.0000		Adult
41	1.0100		Adult
42	1.0300		Adult
43	1.0600	Male	Adult
44	1.0900		Adult
45	1.1300		Adult
46	1.1500		Adult
47	1.1700		Adult
48	1.2100		Adult
49	1.2600		Adult
50	1.3100		Adult
51	1.3500		Adult
52	1.3900		Adult
53	1.4600		Adult
54	1.5500		Adult
55	1.6400		Adult
_	3.20		1

SERFF Tracking Number: MGCC-126419166 State: Arkansas
Filing Company: The Chesapeake Life Insurance Company State Tracking Number: 44333

Company Tracking Number: CH-26115-IP (01/10) AR

TOI: H111 Individual Health - Disability Income Sub-TOI: H111.004 Other

Product Name: CH-26115-IP (01/10)
Project Name/Number: Direct Benefit Series/

## **Supporting Document Schedules**

Item Status: Status

Date:

Satisfied - Item: Flesch Certification Approved-Closed 12/16/2009

Comments:

Please refer to attached.

Attachments:

ARGA 0104.pdf

Cert Compl Rule-Reg19 -AR.pdf Cert Compliance AR-Readability.pdf

Item Status: Status

Date:

Bypassed - Item: Application Approved-Closed 12/16/2009

**Bypass Reason:** Application will be submitted under separate cover.

Comments:

Item Status: Status

Date:

Satisfied - Item: Outline of Coverage Approved-Closed 12/16/2009

Comments:

Please refer to attached.

Attachment:

CH-26115 \_0110\_-IP OC.pdf

Item Status: Status

Date:

Satisfied - Item: Cover Letter Approved-Closed 12/16/2009

**Comments:** 

Please refer to attached.

Attachment:

DRAFT LTR CH-26115-IP \_0110\_ [Indiv].pdf

## LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

#### **DISCLAIMER**

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract..

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice.

The Arkansas Life and Health Insurance Guaranty Association C/O The Liquidation Division 1023 West Capitol, Suite 2 Little Rock, Arkansas 72201

> Arkansas Insurance Department 1200 West Third Street Little Rock, Arkansas 72201-1904

The state law that provides for this safety-net coverage is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

#### COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and they hold a life, annuity or health insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

#### **EXCLUSIONS FROM COVERAGE**

However, persons owning such policies or contracts are NOT protected by the Guaranty Association if:

- They are eligible for protection under the laws or another state (this may occur when the insolvent insurer was incorporated in another state whose Guaranty Association protects insureds who live outside that state):
- The insurer was not authorized to do business in this state;

• Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to suture assessments, or by an insurance exchange.

The Association also does NOT provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administra6tion of a policy by a group contract holder;
- Employers' plans, to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contractholders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC") (whether the FPBC is yet liable or not);
- Portions of any unallocated annuity contract not owned by a benefit plan or a government lottery (unless the
  owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or
  other financial institution);
- Portions of a policy or contract to the extent assessments r4equired by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting
  guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by
  a nonaffiliated benefit plan or its trustees).

#### LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 – no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits for net cash surrender values – again, no matter how many policies and contracts there were wit hteh same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets if the impaired or insolvent insurer.]

# Certificate of Compliance with Arkansas Rule and Regulation 19

Insurer: The Chesapeake Life Insurance Company

Form Number(s):
CH-26115-IP (01/10) AR
I hereby certify that the filing above meets all applicable Arkansas requirements including the requirements of Rule and Regulation 19.
Susan E. Dew
Signature of Company Officer
Susan Dew
Name
Senior Vice President, Associate General Counsel and Chief Compliance Officer
Title
December 14, 2009
Date

## **Certificate of Compliance for Arkansas**

This is to certify the attached form has achieved the Flesch Reading Ease Score given below and complies with the requirements of Arkansas Stat. Ann, 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language simplification Act.

Form Numbers and Form Names:	
CH-26115-IP (01/10) AR -Disability Income Insurance Policy	

Flesch Reading Score:

Susan E. Dew

50.2

Susan Dew, Senior Vice President, Associate General Counsel and Chief Compliance Officer

December 14, 2009

Date

#### THE CHESAPEAKE LIFE INSURANCE COMPANY

A Stock Company

(Hereinafter called: the Company, We, Our or Us)

Home Office: Oklahoma City, Oklahoma Administrative Office: P.O. Box 982010 North Richland Hills, Texas 76182-8010 Customer Service: [1-800-733-1110]

## DISABILITY INCOME INSURANCE POLICY OUTLINE OF COVERAGE FOR POLICY FORM CH-26115-IP (01/10) AR

- 1. READ YOUR POLICY CAREFULLY! This outline of coverage provides a very brief description of the important features of Your Policy. This is not the insurance contract and only the actual Policy provisions will control. The Policy itself sets forth, in detail, the rights and obligations of both You and Us. It is, therefore, important that You READ YOUR POLICY CAREFULLY!
- 2. **DISABILITY INCOME INSURANCE POLICY** The Disability Income Insurance Policy is designed to provide You with coverage for disabilities resulting from a covered Sickness or Injury, or combination thereof while You are insured under the Policy and are Actively at Work.
- 3. SCHEDULE OF BENEFITS -

MONTHLY TOTAL DISABILITY BENEFITS	
Elimination Period Monthly Indemnity Benefit Maximum Period Payable	[□14 days] [□ 30 days] [□ \$500] [□ \$1,000] [□ \$1,500] [□ \$2,000] [□ \$2,500] [□ 6 months] [□ 12 months] [□ 18 months] [□ 24 months] [□ 36 months] [□ 48 months] [□ 60 months]

- **4. BENEFITS.** Unless otherwise stated herein, all Monthly Total Disability benefits are subject to the Elimination Period shown in the POLICY SCHEDULE SCHEDULE OF BENEFITS, the Monthly Indemnity Benefit shown in the POLICY SCHEDULE SCHEDULE OF BENEFITS, the Maximum Period Payable shown in the POLICY SCHEDULE SCHEDULE OF BENEFITS, the Exclusions and Limitations shown below, and all other provisions of the Policy.
  - MONTHLY TOTAL DISABILITY BENEFIT Monthly Total Disability benefits are payable under the Policy if You become Totally Disabled due to Sickness or Injury while You are insured under the Policy and are Actively at Work. Your Monthly Total Disability benefit will begin on the first day following the Elimination Period shown in the POLICY SCHEDULE SCHEDULE OF BENEFITS and will continue through the end of the Maximum Period Payable shown in the POLICY SCHEDULE SCHEDULE OF BENEFITS as long as You remain Totally Disabled. Total Disability must commence within [30] days of the Sickness or Injury, which caused Your Total Disability. The amount that We will pay for any full month of Total Disability will be the lesser of: (1) the Monthly Indemnity Benefit shown in the POLICY SCHEDULE SCHEDULE OF BENEFITS; or (2) 60% of Your Prior Monthly Income. We will pay 1/30 of the Monthly Indemnity Benefit otherwise payable for each day of a Period of Total Disability that is less than a full month.
  - RECURRENT DISABILITY If, after the end of a Period of Total Disability for which Total Disability benefits have been paid, You become Totally Disabled again, the later Period of Total Disability will be deemed a Recurrent Disability, which is a continuation of the preceding Period of Total Disability, unless You have been Actively at Work for at least 6 months following the end of the preceding Period of Total Disability. If the later Period of Total Disability is deemed a Recurrent Disability, then it is not necessary for You to satisfy a new Elimination Period. However, Total Disability benefits paid for a Recurrent Disability are considered a continuation of the preceding Period of Total Disability and will be subject to the Maximum Period Payable that started with the preceding Period of Total Disability. If the Maximum Period Payable had ended with respect to the preceding Period of Total Disability, no benefits will be payable for a recurrence of that Total Disability.
  - **CONCURRENT DISABILITY -** If Total Disability is caused by more than one Sickness or Injury, or both, We will pay benefits as if the Total Disability was caused by only one Sickness or Injury.
- **5. EXCLUSIONS AND LIMITATIONS.** We will not provide any benefits for loss caused by, resulting from or in connection with:

- 1. Injuries that do not first occur while the Policy is in force for the Insured Person;
- 2. Any act of war, declared or undeclared;
- 3. Active military duty in the service or any country;
- 4. Participation in a riot, civil commotion or insurrection;
- 5. Suicide, attempted suicide, or any intentionally self-inflicted injury, while sane or insane;
- 6. Mental or Nervous Disorders;
- 7. Having cosmetic surgery;
- 8. Experimental or investigational medicine;
- 9. Operating any motorized passenger vehicle for wage, compensation or profit;
- 10. Drug abuse or addiction including alcoholism, or overdose of drugs, narcotics, or hallucinogens, directly or indirectly;
- 11. An overdose of drugs, being intoxicated or under the influence of intoxicants, hallucinogens, narcotics or other drugs, directly or indirectly:
- 12. Directly or indirectly engaging in an illegal occupation or illegal activity or Your being incarcerated;
- 13. Committing or trying to commit a felony;
- 14. Pregnancy and Childbirth;
- 15. Mountaineering using ropes and/or other equipment, parachuting, hang gliding, officiating or coaching, racing any type of vehicle in an organized or unorganized event, sky diving, scuba diving below 50 feet, motorized racing, para-sailing, experimental aviation, ultra-light flying, base jumping, bungee jumping, heli-skiing or heli-snowboarding; and
- 16. Travel in or descent from any vehicle or device for aerial navigation, except as a fare paying passenger in an aircraft operated by a commercial airline (other than a charter airline) certified by the U.S. Federal Aviation Administration (FAA), on a regularly scheduled passenger trip.

**Pre-Existing Condition -** We will not provide benefits for any loss resulting from a Pre-Existing Condition, as defined in the Policy, unless the loss is incurred at least one year after the Effective Date of Coverage.

**COORDINATION WITH OTHER COMPENSATION.** The Monthly Indemnity Benefit will be reduced by: (1) disability benefits paid under any employee benefit plan or arrangement; (2) income received from any employer paid sick pay plan, retirement plan or pension plan; and (3) benefits to which You are entitled from Workers' Compensation or any other retirement program, including retirement benefits under the Federal Social Security program.

- 6. RENEWAL CONDITIONS. The Policy is guaranteed renewable to age 65, subject to the Company's right to discontinue or terminate the coverage as provided in the TERMINATION OF COVERAGE section of the Policy. The Company reserves the right to change the applicable table of premium rates on a Class Basis. [The premium for the Policy may change in amount by reason of a change in occupation.]
- 7. **PREMIUMS.** We reserve the right to change the table of premiums, on a Class Basis, becoming due under the Policy at any time and from time to time; provided, We have given You written notice of at least 31 days prior to the effective date of the new rates. Such change will be on a Class Basis. [The premium for the Policy may change in amount by reason of a change in occupation.]



December 14, 2009

Arkansas Insurance Department Life and Health Division 1200 W 3<sup>rd</sup> Street Little Rock, AR 72201-1904

Attn.: Life & Health Division, A&H Form Filing Section

RE: SERFF Tracking Number: MGCC-126419166 The Chesapeake Life Insurance Company NAIC#: 264-61832 / FEIN#: 52-0676509

NEW FORMS

**DESCRIPTION** 

CH-26115-IP (01/10) AR CH-26115-IP (01/10) OC Disability Income Insurance Policy Outline of Coverage

Dear Examiner:

The above referenced forms are submitted for your review and approval. These forms are new and not intended to replace any forms previously approved by your Department.

Policy Form **CH-26115-IP (01/10) AR** provides a monthly total disability benefit, for a specific benefit period as shown in the Policy Schedule, for disabilities resulting from Sickness or Injury. All Monthly Total Disability Benefits are subject to the Elimination Period shown in the Policy Schedule, the Monthly Indemnity Benefit shown in the Policy Schedule, the Maximum Period Payable shown in the Policy Schedule, the Exclusions and Limitations, and all other provisions of the Policy.

Please note the bracketed items are intended as variable information, and the information enclosed in brackets is our standard for your state. At no time will this bracketed information be arranged in such a way to violate the laws of your state.

We intend to use application form CH-26109-APP (01/10) AR, which will be submitted under separate cover, to solicit this product.

To the best of our knowledge, information and belief, the forms submitted herewith are in compliance in all respects with the provisions of the insurance laws, rules and regulations of your state.

The required certifications are included along with the Actuarial Memorandum and rates for this submission.

If you have any questions or if anything further is needed to expedite the review of this filing, please call me collect at (817) 255-3590. Your assistance in this matter is greatly appreciated.

Respectfully submitted,

Kathleen Allen

Senior Compliance Analyst

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